



City of Tukwila
**Finance and Governance
 Committee**

- ◆ De'Sean Quinn, Chair
- ◆ Kate Kruller
- ◆ Cynthia Delostrinos Johnson

Distribution:	
D. Quinn	Mayor Ekberg
K. Kruller	D. Cline
C. Delostrinos Johnson	R. Bianchi
T. McLeod	C. O'Flaherty
K. Hougardy	A. Youn
M. Abdi	L. Humphrey
T. Sharp	

AGENDA

MONDAY, SEPTEMBER 26, 2022 – 5:30 PM

THIS MEETING WILL BE CONDUCTED BOTH ON-SITE AT TUKWILA CITY HALL AND ALSO VIRTUALLY.

**ON-SITE PRESENCE WILL BE IN THE DUWAMISH CONFERENCE ROOM
 (2ND FLOOR, 6300 SOUTHCENTER BOULEVARD)**

**THE PHONE NUMBER FOR THE PUBLIC TO PARTICIPATE IN THIS
 MEETING IS: 1-253-292-9750, Access Code 49933731#**

Click here to: [Join Microsoft Teams Meeting](#)

For Technical Support during the meeting call: 1-206-433-7155.

Item	Recommended Action	
1. BUSINESS AGENDA		
a. Monthly General Fund update. <i>Tony Cullerton, Deputy Finance Director</i>	a. Discussion only.	Pg.1
b. A contract for Microsoft Enterprise Services. <i>Joel Bush, Chief Technology Officer</i>	b. Forward to 10/10 C.O.W. and 10/17 Regular Meeting.	Pg.5
c. A contract for City Hall siding repairs. <i>Cody-Lee Gray, Operations Manager, Fleet/Facilities/Streets</i>	c. Forward to 10/3 Regular Meeting Consent Agenda.	Pg.51
d. Proposed 2023-2024 Biennial Budget: City Facilities (303 and 306 Funds). <i>Hari Ponnkantti, Public Works Director</i>	d. Forward to 9/26 Committee of the Whole Meeting.	Pg.71
2. MISCELLANEOUS		

Next Scheduled Meeting: *October 10, 2022*



The City of Tukwila strives to accommodate individuals with disabilities.

Please contact the City Clerk's Office at **206-433-1800** (TukwilaCityClerk@TukwilaWA.gov) for assistance.



INFORMATIONAL MEMORANDUM

TO: **Finance & Governance Committee**

FROM: **Tony Cullerton, Deputy Finance Director**

CC: **Mayor Ekberg**

DATE: **September 26, 2022**

SUBJECT: **July 2022 General Fund Departmental Budget-to-Actuals Report**

Summary

The purpose of the July 2022 General Fund Financial Report is to summarize for the City Council the general state of departmental expenditures and to highlight significant items. The following provides a high-level summary of the departmental financial performance.

The July 2022 report is based on financial data available as of September 1, 2022, for the period ending July 31, 2022. Additional details can be found within the included financial report.

Expenditures

General Fund departmental expenditures totaled \$35.8 million through July, which is \$469,146 more than the allocated budget of \$35.3 million. Department 20, which is transfers to other funds, totaled \$2.66 million, which is \$2.20 million less than the allocated budget. This underbudgeted amount is due to pending transfers from Non-Departmental to the Debt Services Fund. The allocated budget is calculated to reflect year-to-date spending patterns of the previous year. Transfers to capital project funds are transferred to capital project funds as needed for cash flow purposes. Debt service transfers are done quarterly.

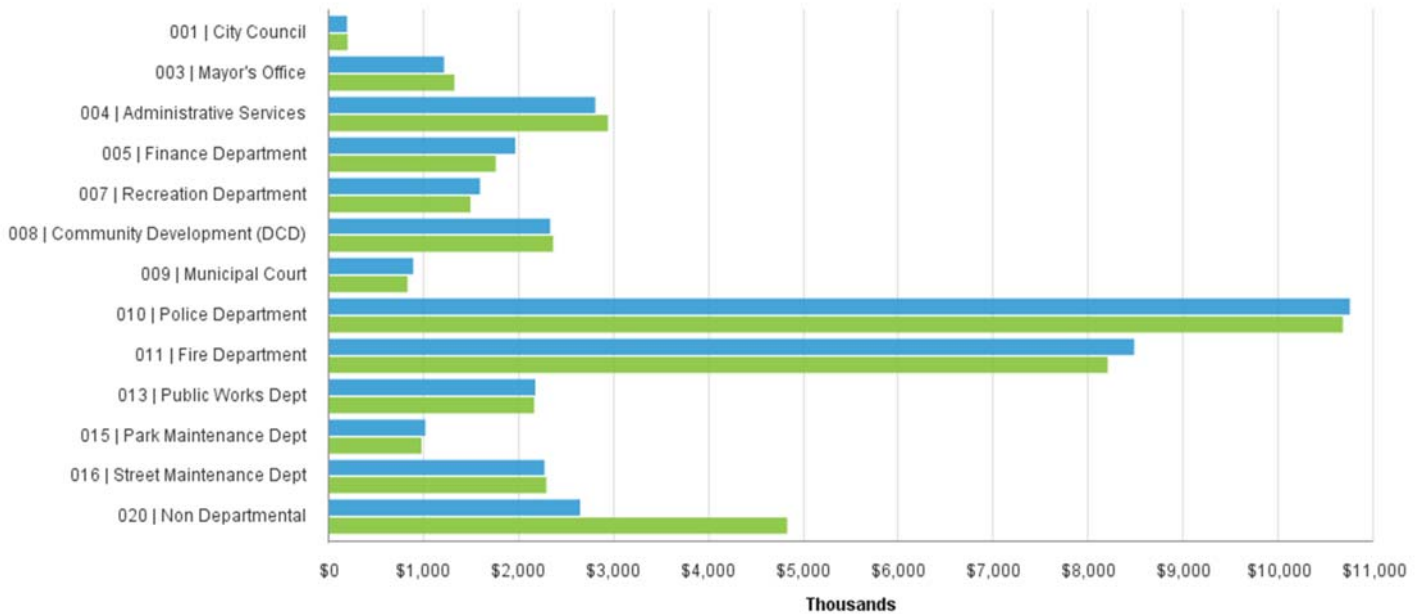
In total, the General Fund reported expenditures of \$38.46 million, which is equivalent to 51.57% of the annual budget at the completion of 58.33% of the year. While the General Fund as a whole is currently tracking expenditures below the YTD annual budget, four departments are trending slightly higher than 58.33% of the annual budget at the completion of July.

Finance reported expenditures totaling 58.96% of the annual budget. The additional 0.63% (\$12,419) overage is primarily attributed to an increase in overtime when compared to the same period last year. The additional overtime is directly related to increased staff time implementing the ERP while continuing with their regular essential ongoing duties. Finance will be below budget by the end of the year. **Fire** expenditures totaled 59.39% of annual budget at the completion of 58.33% of the year. The overage of 1.06% (\$90,080) is reflected in YTD overtime. At this point, there is an expectation that Fire could exceed total budget by the end of the year. **Parks Maintenance** reported expenditures of 59.46% of budget at the end of July. The 1.13% overage equated to \$11,567. The increase is primarily due to higher Contracted Services compared to the prior year. Parks is expected to be below budget by the end of the year. **Street Maintenance** reported department expenditures of 66.1% of annual budget. While this is 7.77% over the targeted 58.33%, Street Maintenance is \$18,734 less than their allocated budget, suggesting the variance is related to expenditure timing issues. Street is also expected to be below budget by the end of the year.

Departmental Variances

Year to Date Department Expenditures Compared to Allocated Budget Through July 2022:

EXPENDITURES BY DEPARTMENT	BUDGET		ACTUAL			COMPARISON OF RESULTS						
	2022 Annual	2022 Allocated	2020	2021	2022	Allocated Budget vs Actual OVER/(UNDER)	% Expended	Actual Year-Over-Year				
								\$ Change	% Change	\$ Change	% Change	
		2020/2021		2021/2022								
001 City Council	385,826	207,810	202,742	195,849	202,311	(5,500)	52.44%	(6,893)	-3.40%	6,462	3.30%	
003 Mayor's Office	2,565,927	1,332,946	1,240,174	1,131,492	1,223,823	(109,123)	47.70%	(108,682)	-8.76%	92,331	8.16%	
004 Administrative Services	5,869,141	2,950,346	2,435,936	2,593,185	2,816,339	(134,007)	47.99%	157,249	6.46%	223,154	8.61%	
005 Finance Department	3,347,587	1,769,170	1,547,299	1,581,042	1,973,821	204,651	58.96%	33,743	2.18%	392,779	24.84%	
007 Recreation Department	3,233,011	1,501,253	1,509,058	1,391,753	1,602,394	101,141	49.56%	(117,305)	-7.77%	210,641	15.13%	
008 Community Development (DCD)	4,662,212	2,373,025	1,837,941	2,227,288	2,341,394	(31,631)	50.22%	389,347	21.18%	114,106	5.12%	
009 Municipal Court	1,597,482	840,075	742,750	709,118	899,658	59,583	56.32%	(33,632)	-4.53%	190,539	26.87%	
010 Police Department	19,844,123	10,689,463	10,108,148	9,972,205	10,763,408	73,945	54.24%	(135,943)	-1.34%	791,203	7.93%	
011 Fire Department	14,297,033	8,213,766	7,216,878	7,891,942	8,491,600	277,834	59.39%	675,064	9.35%	599,658	7.60%	
013 Public Works Dept	3,982,685	2,173,625	2,138,788	1,981,521	2,184,454	10,829	54.85%	(157,267)	-7.35%	202,933	10.24%	
015 Park Maintenance Dept	1,726,097	986,187	927,734	900,548	1,026,344	40,157	59.46%	(27,186)	-2.93%	125,796	13.97%	
016 Street Maintenance Dept	3,452,085	2,300,639	1,971,665	2,123,760	2,281,905	(18,734)	66.10%	152,095	7.71%	158,145	7.45%	
Subtotal	64,963,209	35,338,304	31,879,112	32,699,701	35,807,450	469,146	55.12%	820,589	2.57%	3,107,749	9.50%	
020 Non Departmental	9,619,291	4,836,834	2,068,215	2,732,130	2,656,993	(2,179,841)	27.62%	663,915	32.10%	(75,137)	-2.75%	
Total Expenditures	74,582,500	40,175,138	33,947,327	35,431,831	38,464,443	(1,710,695)	51.57%	1,484,504	4.37%	3,032,612	8.56%	
							% of Year	58.33%				



Measures
● Actuals ● Allocated

INFORMATIONAL MEMO

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General Fund

City of Tukwila

General Fund Expenditures

Year-to-Date as of Jul 31, 2022

	BUDGET		ACTUAL			COMPARISON OF RESULTS				
	2022 Annual	2022 Allocated	2020	2021	2022	Allocated Budget vs Actuals OVER/(UNDER)	% Expended	% Change		
								2020/2021	2021/2022	
511	Salaries	32,802,451	18,232,366	16,633,051	16,135,259	17,413,052	(819,314)	53.1%	(3.0%)	7.9%
512	Extra Labor	584,220	74,215	119,135	65,831	238,047	163,832	40.7%	(44.7%)	261.6%
513	Overtime	2,000,115	1,159,107	629,536	1,262,551	1,540,832	381,726	77.0%	100.6%	22.0%
515	Holiday Pay	515,500	72,268	65,888	72,268	84,116	11,848	16.3%	9.7%	16.4%
521	FICA	2,151,955	1,143,226	1,038,550	1,021,535	1,129,816	(13,410)	52.5%	(1.6%)	10.6%
522	Pension-LEOFF	920,517	590,427	655,392	577,157	615,396	24,968	66.9%	(11.9%)	6.6%
523	Pension-PERS/PSERS	1,494,905	859,526	990,803	937,993	854,545	(4,981)	57.2%	(5.3%)	(8.9%)
524	Industrial Insurance	876,892	540,117	533,038	539,456	427,979	(112,137)	48.8%	1.2%	(20.7%)
525	Medical & Dental	7,551,216	4,332,638	3,663,712	3,961,355	4,291,035	(41,603)	56.8%	8.1%	8.3%
526	Unemployment	0	0	27,319	20,710	15,108	15,108	-	(24.2%)	(27.1%)
528	Uniform/Clothing	8,525	1,634	1,334	1,634	1,511	(123)	17.7%	22.6%	(7.5%)
Total Salaries & Benefits		48,906,296	27,005,524	24,357,759	24,595,750	26,611,438	(394,086)	54.4%	1.0%	8.2%
531	Supplies	890,636	287,333	248,838	282,526	165,740	(121,593)	18.6%	13.5%	(41.3%)
532	Repairs & Maint Supplies	299,025	128,508	150,036	112,392	196,322	67,814	65.7%	(25.1%)	74.7%
534	Resale Supplies	10,000	0	235	0	93	93	0.9%	(100.0%)	-
535	Small Tools	41,250	29,957	47,328	31,409	27,652	(2,305)	67.0%	(33.6%)	(12.0%)
536	Technology Supplies	13,000	13,000	15,012	21,558	17,871	4,871	137.5%	43.6%	(17.1%)
537	Fleet Supplies	3,000	1,628	10,936	1,628	3,217	1,589	107.2%	(85.1%)	97.6%
Total Supplies		1,256,911	460,426	472,386	449,513	410,895	(49,531)	32.7%	(4.8%)	(8.6%)
541	Professional Services	7,391,918	3,861,087	3,466,204	3,738,541	4,218,693	357,607	57.1%	7.9%	12.8%
542	Communications	458,739	247,324	261,972	247,324	250,001	2,677	54.5%	(5.6%)	1.1%
543	Professional Development	252,921	252,921	177,841	255,463	204,709	(48,212)	80.9%	43.6%	(19.9%)
544	Advertising	40,250	4,238	9,301	4,501	4,714	476	11.7%	(51.6%)	4.7%
545	Rentals	478,484	197,703	238,520	215,154	208,279	10,576	43.5%	(9.8%)	(3.2%)
546	Technology Services	348,291	256,342	493,932	266,263	335,075	78,733	96.2%	(46.1%)	25.8%
547	Utilities	2,034,285	1,721,752	1,451,816	1,685,493	1,740,265	18,514	85.5%	16.1%	3.2%
548	Repairs & Maint Services	2,185,367	1,173,527	712,801	1,121,717	1,277,905	104,378	58.5%	57.4%	13.9%
549	Miscellaneous	879,747	53,833	231,087	43,798	308,622	254,789	35.1%	(81.0%)	604.7%
Total Services		14,070,002	7,768,726	7,043,473	7,578,254	8,548,263	779,538	60.8%	7.6%	12.8%
564	Machinery & Equipment	730,000	103,629	5,495	76,184	236,853	133,224	32.4%	1,286.5%	210.9%
Total Capital Outlay		730,000	103,629	5,495	76,184	236,853	133,224	32.4%	1,286.5%	210.9%
750	Transfers Out	9,619,291	4,836,834	2,068,215	2,732,130	2,656,993	(2,179,841)	27.6%	32.1%	(2.8%)
Total Non Operating Expense		9,619,291	4,836,834	2,068,215	2,732,130	2,656,993	(2,179,841)	27.6%	32.1%	(2.8%)
TOTAL EXPENDITURES		74,582,500	40,175,138	33,947,327	35,431,831	38,464,442	(1,710,696)	51.6%	4.4%	8.6%



INFORMATIONAL MEMORANDUM

TO: Finance Committee

FROM: Joel Bush, Chief Technical Officer

BY: Mike Marcum, Supervisor of Technical Operations

CC: Mayor Ekberg

DATE: 9/7/22

SUBJECT: Microsoft Enterprise Agreement

ISSUE

TIS is seeking Council authorization for a continuance of the Microsoft Enterprise Subscription Services, Enrollment Number 54182481, City contract 16-171.

BACKGROUND

The Microsoft Subscription Services are an integral part of City services and security. These services include the Microsoft 365 suite of products, to include Office, Security Services, Mobile Device Management, SharePoint, Teams and more.

DISCUSSION

Quote# 0722-City o1-MSEA-YTH is included for Council discussion and spans a contract period of 3 years, from 12/1/22 – 11/30/25

FINANCIAL IMPACT

Not to exceed \$443,882 over 3 years, this is a TIS budgeted expense.

RECOMMENDATION

The Council is being asked to approve a continuance to this Microsoft contract and consider the item at the 10/10/22 Committee of the Whole meeting, then forward to the 10/17/22 consent Agenda, for approval.

ATTACHMENTS

Quote for Microsoft Agreement
Contract 16-171



PRELIMINARY

Quotation: 0722-City of 1 -MSEA-YTH
Date: September 6, 2022
Enrollment: 54182481
Contract: 1510001361

Subscription Start Date: **12/1/2022**
 Subscription End Date: **11/30/2025**

Part Number	Item Name	Program	Offering	Level	Purchase Unit	Purchase Period	Pool	Product Type	Product Family	Quantity	Unit Price	Extended Price
7NO-00292	SOL Server Standard Core ALng SA 2L	Enterprise 6	Additional Product	D	1 Year(s)	Added at Signing	Servers	Software Assurance	SOL Server Standard Core	6	\$ 590.58	\$ 3,543.48
9EA-00039	Win Server DC Core ALng LSA 2L	Enterprise 6	Additional Product	D	1 Year(s)	Added at Signing	Servers	License/Software Assurance Pack	Win Server Datacenter Core	12	\$ 295.92	\$ 3,551.04
9EA-00278	Win Server DC Core ALng SA 2L	Enterprise 6	Additional Product	D	1 Year(s)	Added at Signing	Servers	Software Assurance	Win Server Datacenter Core	32	\$ 126.81	\$ 4,057.92
9EM-00270	Win Server Standard Core ALng SA 2L	Enterprise 6	Additional Product	D	1 Year(s)	Added at Signing	Servers	Software Assurance	Win Server Standard Core	8	\$ 19.46	\$ 155.68
Annual Subtotal:											\$	11,308.12

Upfront: 12 Months

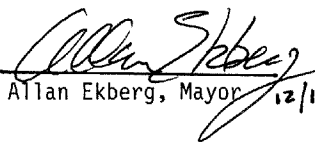
Part Number	Item Name	Program	Offering	Level	Purchase Unit	Purchase Period	Pool	Product Type	Product Family	Quantity	Term Price	Extended Price
Enterprise Products												
AA-34700	M365 G3 Unified FSA GCC Sub Per User	Enterprise 6	Enterprise	D	1 Month(s)	Non-Specific	Servers	Monthly Subscriptions-VolumelLicen	M365 G3 Unified FSA GCC	270	\$323.38	\$ 87,312.60
AA-48033	M365 G5 FSA GCC Sub Per User	Enterprise 6	Enterprise	D	1 Month(s)	Non-Specific	Servers	Monthly Subscriptions-VolumelLicen	M365 G5 FSA GCC	8	\$561.33	\$ 4,490.64
Additional Products												
6OK-00001	Azure prepayment	Enterprise 6	Additional Product	D	1 Month(s)	Non-Specific	Servers	Monthly Subscriptions-VolumelLicen	Azure Monetary Commitment	1	\$1,224.00	\$ 1,224.00
AA-63092	M365 F3 Unified GCC Sub Per User	Enterprise 6	Additional Product	D	1 Month(s)	Non-Specific	Servers	Monthly Subscriptions-VolumelLicen	M365 F3 Unified GCC	103	\$83.60	\$ 8,610.80
918-00004	M365 F5 Security GCC Sub Add-on	Enterprise 6	Additional Product	D	1 Month(s)	Non-Specific	Servers	Monthly Subscriptions-VolumelLicen	M365 F5 Security GCC	103	\$83.60	\$ 8,610.80
M9T-00002	O365 Extra File Storage GCC Sub Add-on Extra Storage 1 GB	Enterprise 6	Additional Product	D	1 Month(s)	Non-Specific	Servers	Monthly Subscriptions-VolumelLicen	O365 Extra File Storage GCC	5000	\$2.20	\$ 11,000.00
DDJ-00001	Power BI Pro GCC Sub Per User	Enterprise 6	Additional Product	D	1 Month(s)	Non-Specific	Servers	Monthly Subscriptions-VolumelLicen	Power BI Pro GCC	5	\$91.43	\$ 457.15
NVH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	Enterprise 6	Additional Product	D	1 Month(s)	Non-Specific	Servers	Monthly Subscriptions-VolumelLicen	Teams AC with Dial Out US/CA GCC	373	\$0.00	\$ -
P3U-00001	Visio P2 GCC Sub Per User	Enterprise 6	Additional Product	D	1 Month(s)	Non-Specific	Applications	Monthly Subscriptions-VolumelLicen	Visio P2 GCC	10	\$137.33	\$ 1,373.30
LML-00001	Yammer Enterprise GCC Sub Add-on To O365 M365 F3 E5	Enterprise 6	Additional Product	D	1 Month(s)	Non-Specific	Servers	Monthly Subscriptions-VolumelLicen	Yammer Enterprise GCC	430	\$0.00	\$ -
12 Month Subtotal:											\$	123,079.29
Year One Total:											\$	134,387.41
Year Two Total:											\$	134,387.41
Year Three Total:											\$	134,387.41
3 Year Grand Total:											\$	403,162.23

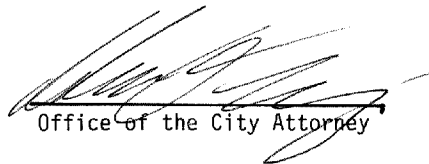


EA Renewal Quote: City of Tukwila			Quote	EP111819			
Price each of the 3 years			Annual Price	Year over Year price			
Product	SKU	Qty	Price	Year 1	Year 2	Year 3	
O365GovE3fromSA ShrdSvr ALNG SubsVL MVL PerUsr	AAA-11924	330	\$ 182.21	\$ 60,129.30	\$ 60,129.30	\$ 60,129.30	
O365GCCE1 ShrdSvr ALNG SubsVL MVL PerUsr	U4S-00002	100	\$ 77.71	\$ 7,771.00	\$ 7,771.00	\$ 7,771.00	
AudioConfGCC ShrdSvr ALNG SubsVL MVL PerUsr	LK3-00001	70	\$ 42.87	\$ 3,000.90	\$ 3,000.90	\$ 3,000.90	
AzureMonetaryCommit ShrdSvr ALNG SubsVL MVL Commit	6QK-00001	1	\$ 1,218.00	\$ 1,218.00	\$ 1,218.00	\$ 1,218.00	
AzureMntryCmmtmntG ShrdSvr ALNG SubsVL MVL Commit Provisior	J5U-00004	1	\$ -	\$ -	\$ -	\$ -	
WINENT ALNG SA MVL Pltfrm	KV3-00353	330	\$ 42.26	\$ 13,945.80	\$ 13,945.80	\$ 13,945.80	
ECALBridgeO365FromSA ALNG SubsVL MVL Pltfrm PerUsr	AAA-12436	330	\$ 33.25	\$ 10,972.50	\$ 10,972.50	\$ 10,972.50	
SysCtrStdCore ALNG SA MVL 2Lic CoreLic	9EN-00198	8	\$ 18.03	\$ 144.24	\$ 144.24	\$ 144.24	
SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	7NQ-00292	2	\$ 587.69	\$ 1,175.38	\$ 1,175.38	\$ 1,175.38	
SysCtrDatactrCore ALNG SA MVL 2Lic CoreLic	9EP-00208	16	\$ 49.21	\$ 787.36	\$ 787.36	\$ 787.36	
VisioOnlnP2GCC ShrdSvr ALNG SubsVL MVL PerUsr	P3U-00001	9	\$ 136.66	\$ 1,229.94	\$ 1,229.94	\$ 1,229.94	
VDA ALNG SubsVL MVL Pltfrm PerDvc	4ZF-00033	10	\$ 90.01	\$ 900.10	\$ 900.10	\$ 900.10	
WinSvrDCCore ALNG SA MVL 2Lic CoreLic	9EA-00278	32	\$ 126.18	\$ 4,037.76	\$ 4,037.76	\$ 4,037.76	
WinSvrSTDCore ALNG SA MVL 2Lic CoreLic	9EM-00270	8	\$ 18.03	\$ 144.24	\$ 144.24	\$ 144.24	
O365XtraFileStrgGCC Next ShrdSvr ALNG SubsVL MVL PerUsr	M9T-00002	5000	\$ 2.19	\$ 10,950.00	\$ 10,950.00	\$ 10,950.00	
		0	\$ -	\$ -	\$ -	\$ -	
				\$ 116,406.52	\$ 116,406.52	\$ 116,406.52	

CITY OF TUKWILA

APPROVED AS TO FORM


Allan Ekberg, Mayor 12/12/19


Office of the City Attorney

1st of 2 Originals



Program Signature Form

MBA/MBSA number		000-jorob-s-1587
Agreement number	01E73965	

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10634
Enterprise Amendment	CSD (New)
Product Selection Form	0548038.002_PSF

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)* City of Tukwila	
Signature*	
Printed First and Last Name* Allan Ekberg	Director and CIO
Printed Title	MAYOR
Signature Date* 12-14-16	
Tax ID 91-6001519	

* indicates required field

Microsoft Affiliate	
Microsoft Corporation	
Signature	
Printed First and Last Name	
Printed Title	See next page
Signature Date (date Microsoft Affiliate countersigns)	
Agreement Effective Date (may be different than Microsoft's signature date)	

1st of 2 originals



Program Signature Form

MBA/MBSA number		000-jorob-s-1587
Agreement number	01E73965	

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

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By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)*	City of Tukwila
Signature*	
Printed First and Last Name*	Joseph Todd
Printed Title	Director and CIO
Signature Date*	11/29/2016
Tax ID	91-6001519

* indicates required field

Microsoft Affiliate	
Microsoft Corporation	
Signature	
Printed First and Last Name	Venessa Johnson
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Agreement Effective Date (may be different than Microsoft's signature date)	12/1/2016

Microsoft Corporation
 DEC 05 2016
 Venessa Johnson
 Duly Authorized on behalf of
 Microsoft Corporation

Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Joseph Last Todd
Contact email address* Joseph.Todd@TukwilaWA.gov
Street address* 6200 Sounthcenter Blvd
City* Tukwila
State/Province* WA
Postal code* 98188-2544-
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 206-433-7150

Language preference. Choose the language for notices. English
 This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator, (default if no information is provided below, even if box is not checked)

Contact name*: First Joseph Last Todd
Contact email address* Joseph.Todd@TukwilaWA.gov
Phone* 206-433-7150

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* SoftwareONE, Inc.
Street address (PO boxes will not be accepted)* 20875 Crossroads Circle, Suite 1
City* Waukesha
State/Province* WI
Postal code* 53186-4093
Country* United States
Contact name* MS* Admin
Phone* 262-317-5555
Contact email address* ms-admin.us@softwareone.com

** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____

Printed name*

Printed title*

Date*

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer	
Name of Entity (must be legal entity name)*	City of Tukwila
Signature*	_____
Printed First and Last Name*	
Printed Title	
Signature Date*	

** indicates required field*

Outsourcer	
Name of Entity (must be legal entity name)*	
Signature*	_____
Printed First and Last Name*	
Printed Title	
Signature Date*	

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Enterprise Enrollment

State and Local

Enterprise Enrollment number <i>(Microsoft to complete)</i>	78090401	Framework ID <i>(if applicable)</i>	
Previous Enrollment number <i>(Reseller to complete)</i>	8940112		

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. **Order requirements.**

- a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

- (vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
 - (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. **Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. End of Enrollment term and termination.

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.
- c. **If Enrolled Affiliate elects not to renew.**
 - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
 - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") for up to one year, unless designated in the Product Terms to continue until cancelled, is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
 - 2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.
 - (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. **Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. **Government Community Cloud.**

- a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly

prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

- b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

Enrolled Affiliate only

Enrolled Affiliate and all Affiliates

Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates.

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Tukwila

Contact name* First Joseph **Last** Todd

Contact email address* Joseph.Todd@TukwilaWA.gov

Street address* 6200 Sounthcenter Blvd

City* Tukwila

State/Province* WA

Postal code* 98188-2544-

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 206-433-7150

Tax ID

** indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
 - (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? Yes, No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Physically Submitted

Amendment to Contract Documents

Enrollment Number
Microsoft to Complete

000-jorob-s-1587

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment Yammer for GCC Amendment ID M318

This amendment ("Amendment") is entered into between the parties identified on the signature form for the enrollment identified above ("Enrollment"). All terms used but not defined in this Amendment will have the same meanings provided in the Enrollment. The parties agree that the Enrollment is amended as follows:

1. **Defined terms.**

"Yammer Enterprise" means the multi-tenant service offering, Yammer Enterprise, as described in the Product Terms.

2. **Additional Rights to Yammer Enterprise.**

Customer or Enrolled Affiliate has purchased user subscription licenses ("USLs") under the Enrollment for at least one of the following Office 365 for Government offerings ("Qualifying Office 365-G Suites").

- Office 365 Government E1 (formerly G1)
- Office 365 Government E3 (formerly G3)
- Office 365 Government E4 (formerly G4)

Following its execution of this Amendment, each of Enrolled Affiliate's users assigned to a USL for a Qualifying Office 365-G Suite is entitled to use Yammer Enterprise for the duration of the USL subscription term, at no additional cost, subject to the terms and conditions of this amendment. Enrolled Affiliate may also purchase Yammer Enterprise USLs from its Reseller, for its other users who are not licenses for a Qualifying Office 365-G Suite, by ordering additional Yammer Enterprise USLs at the then-current price for such USLs. Enrolled Affiliate may not assign any Yammer Enterprise USLs provided at no additional cost under this Amendment to any users that are not assigned to a Qualifying Office 365-G Suite.

Microsoft's provision of Yammer Enterprise under the Enrollment will be subject solely to the terms of the Enrollment, Agreement, Online Services Terms and Product Terms that are applicable to Yammer Enterprise, except as otherwise provided in this Amendment.

Yammer Enterprise is provided in a "public cloud," not in a "community cloud," as such terms are defined in NIST Special Publication 800-145. It is neither part of, nor a component of, Office 365 for Government.

In the event that Microsoft integrates Yammer Enterprise features or functionality into any Office 365 for Government Online Service, Microsoft makes no representation or warranty that Enrolled Affiliate will be able to migrate its Customer Data from Yammer Enterprise to Office 365 for Government, nor that any such migration (if possible) will be performed by Microsoft at no cost.

In order to provide Yammer Enterprise to eligible users of Qualifying Office 365-G Suites at no additional cost as set forth above, Microsoft will invoice Enrolled Affiliate's Reseller for the applicable SKU at \$0, for a quantity of Yammer Enterprise not to exceed, in aggregate, the total number of Licenses Enrolled Affiliate has purchased for Office 365-G Suites. Enrolled Affiliate may be required to issue a purchase order to its Reseller for this.

In the event that Enrolled Affiliate adds more USLs for Qualifying Office 365-G Suites to its Enterprise during the remainder of the Enrollment's term, it may request additional Yammer Enterprise USLs for the users of such Suite USLs, but will not be entitled to any credit or refund for amounts paid for Yammer Enterprise USLs for any such users before they became licensed for Qualifying Office 365-G Suites. Such addition may require Enrolled Affiliate to execute an additional Amendment, which will be consistent with the terms and conditions of this Amendment.

It is the intent of Microsoft that the terms of this amendment, and the provision of Yammer Enterprise at \$0 (for the limited purpose set forth above), be in compliance with all applicable federal, state and local laws and regulations. All Products are provided under this Amendment for the sole use and benefit of Enrolled Affiliate for its government functions only, and are not provided for use by or personal benefit of any government employees.

This Amendment shall automatically terminate upon any termination or expiration of the Enrollment. In addition, Microsoft shall have the right to immediately terminate this Amendment in the event Customer breaches any obligation in this Amendment.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.



Enterprise Enrollment (Indirect)

Invoice for Quoted Price

Amendment ID M97

Notwithstanding anything to the contrary or in addition to any terms in the Enrollment, the Enrollment is hereby amended to add the following paragraph:

The price quoted to Enrolled Affiliate's Reseller is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate's Reseller based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate's Reseller will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

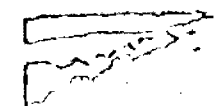
Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

EnrAmend(Yammer.for GCC)(WW)(ENG)(Jul2015)		M318	\ B
EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Apr2016)		M97	/ B



Previous Enrollment(s)/Agreement(s) Form

Entity Name: City of Tukwila

Contract that this form is attached to: State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

- a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.
- b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.
- c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.
- d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).
- e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	8940112	X	X



Software Quote

Quoted by Jan Edwards, Software One, 20875 Crossroads Circle Ste 1, Waukesha, WI 53186-4093

Phone 406-295-4548, janice.edwards@softwareone.com

	Quoted to:	City of Tukwila		
	Date 11/29/2016	MS EA Renewal		
	Important: Please provide the email address of the recipient designated to receive a Software One "order confirmation"			
Quantity	Part #	Description	Unit Price	Ext. Price
430	AAA-12436	ECALBrdgO365FSA Alng MonthlySub Platform Per User	\$ 28.75	\$ 12,362.97
430	AAA-11924	O365GovE3fromSA ShrdSvr ALNG SubsVL MVL PerUsr	\$ 154.32	\$ 66,357.60
1	J5U-00004	AzureMntryCmmtmntG ShrdSvr ALNG SubsVL MVL Commit Provision	\$ -	\$ -
330	KV3-00353	WINENT ALNG SA MVL Pltfrm	\$ 35.56	\$ 11,734.99
10	4ZF-00033	VDA ALNG SubsVL MVL Pltfrm PerDvc	\$ 59.77	\$ 597.72
2	7NQ-00292	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	\$ 578.97	\$ 1,157.94
16	9EP-00208	SysCtrDatactrCore ALNG SA MVL 2Lic CoreLic	\$ 48.52	\$ 776.35
8	9EN-00198	SysCtrStdCore ALNG SA MVL 2Lic CoreLic	\$ 18.09	\$ 144.72
24	9EA-00278	WinSvrDCCore ALNG SA MVL 2Lic CoreLic	\$ 125.00	\$ 3,000.00
8	9EA-00279	WinSvrDCCore ALNG SASU MVL 2Lic WinSvrStdCore CoreLic	\$ 248.36	\$ 1,986.92
16	9EM-00270	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic	\$ 18.09	\$ 289.44
430	7LU-00002	YammerEnt ShrdSvr ALNG SubsVL MVL PerUsr	\$ -	\$ -
				\$ -
				\$ -
	Product-total			\$ 98,408.65
	Sub-Total			\$ 98,408.65
	Tax	Need to add WA Sales Tax		\$ -
	Shipping			No Charge
	Total			\$ 98,408.65

<p>Pass-Through Warranty and Other Rights. As a reseller, end-user warranties and liabilities (with respect to any third party software products provided by Software One) shall be provided as a pass-through from the manufacturer of such products. All software products are subject to the license agreement of the applicable software supplier, as provided with the software packaging or in the software at time of shipment. Software One provides no independent warranties, indemnities or liabilities. Public Sector Disclosure: Software One may receive incentive fees for public sector EA transactions.</p>	
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Proposal ID

0548038.002

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:					
Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	340	430	0.8	Yes	User Licenses

Products	Enterprise Quantity
Office 365 Plans	
Office 365 Plan E3 USL	430
Client Access License (CAL)	
Enterprise CAL	
ECAL Bridge for Office 365 From SA	430
Windows Desktop	
Windows Enterprise OS Upgrade	330
Windows VDA	10

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3, E4 and E5) + Secure Productive Enterprise	Client Access License + Office 365 (Plans E1, E3, E4 and E5) + Secure Productive Enterprise	Client Access License + Windows Intune + EMS USL + Secure Productive Enterprise	Win E3 + Win E5 + Win VDA + Secure Productive Enterprise
Quantity	430	430	0	340

Enrolled Affiliate's Price Level:	
Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

NOTES	
<p>Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:</p>	
Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
<p>Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.</p>	
<p>Note 2: Unless otherwise indicated in associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.</p>	
<p>Note 3: Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. The requirement applies to Windows Enterprise OS Upgrade. See the Product List for details.</p>	
<p>Note 4: Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. See the Product List for details.</p>	
<p>Note 5: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.</p>	



Enterprise Enrollment

State and Local

Enterprise Enrollment number <i>(Microsoft to complete)</i>	78090401	Framework ID <i>(if applicable)</i>	
Previous Enrollment number <i>(Reseller to complete)</i>	8940112		

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.



Amendment to Contract Documents

Enrollment Number
Microsoft to Complete

78090401

000-jorob-s-1587

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment Yammer for GCC Amendment ID M318

This amendment ("Amendment") is entered into between the parties identified on the signature form for the enrollment identified above ("Enrollment"). All terms used but not defined in this Amendment will have the same meanings provided in the Enrollment. The parties agree that the Enrollment is amended as follows:

1. **Defined terms.**

"Yammer Enterprise" means the multi-tenant service offering, Yammer Enterprise, as described in the Product Terms.

2. **Additional Rights to Yammer Enterprise**

Customer or Enrolled Affiliate has purchased user subscription licenses ("USLs") under the Enrollment for at least one of the following Office 365 for Government offerings ("Qualifying Office 365-G Suites").

- Office 365 Government E1 (formerly G1)
- Office 365 Government E3 (formerly G3)
- Office 365 Government E4 (formerly G4)

Following its execution of this Amendment, each of Enrolled Affiliate's users assigned to a USL for a Qualifying Office 365-G Suite is entitled to use Yammer Enterprise for the duration of the USL subscription term, at no additional cost, subject to the terms and conditions of this amendment. Enrolled Affiliate may also purchase Yammer Enterprise USLs from its Reseller, for its other users who are not licenses for a Qualifying Office 365-G Suite, by ordering additional Yammer Enterprise USLs at the then-current price for such USLs. Enrolled Affiliate may not assign any Yammer Enterprise USLs provided at no additional cost under this Amendment to any users that are not assigned to a Qualifying Office 365-G Suite.

Microsoft's provision of Yammer Enterprise under the Enrollment will be subject solely to the terms of the Enrollment, Agreement, Online Services Terms and Product Terms that are applicable to Yammer Enterprise, except as otherwise provided in this Amendment.

Yammer Enterprise is provided in a "public cloud," not in a "community cloud," as such terms are defined in NIST Special Publication 800-145. It is neither part of, nor a component of, Office 365 for Government.

In the event that Microsoft integrates Yammer Enterprise features or functionality into any Office 365 for Government Online Service, Microsoft makes no representation or warranty that Enrolled Affiliate will be able to migrate its Customer Data from Yammer Enterprise to Office 365 for Government, nor that any such migration (if possible) will be performed by Microsoft at no cost.

In order to provide Yammer Enterprise to eligible users of Qualifying Office 365-G Suites at no additional cost as set forth above, Microsoft will invoice Enrolled Affiliate's Reseller for the applicable SKU at \$0, for a quantity of Yammer Enterprise not to exceed, in aggregate, the total number of Licenses Enrolled Affiliate has purchased for Office 365-G Suites. Enrolled Affiliate may be required to issue a purchase order to its Reseller for this.

In the event that Enrolled Affiliate adds more USLs for Qualifying Office 365-G Suites to its Enterprise during the remainder of the Enrollment's term, it may request additional Yammer Enterprise USLs for the users of such Suite USLs, but will not be entitled to any credit or refund for amounts paid for Yammer Enterprise USLs for any such users before they became licensed for Qualifying Office 365-G Suites. Such addition may require Enrolled Affiliate to execute an additional Amendment, which will be consistent with the terms and conditions of this Amendment.

It is the intent of Microsoft that the terms of this amendment, and the provision of Yammer Enterprise at \$0 (for the limited purpose set forth above), be in compliance with all applicable federal, state and local laws and regulations. All Products are provided under this Amendment for the sole use and benefit of Enrolled Affiliate for its government functions only, and are not provided for use by or personal benefit of any government employees.

This Amendment shall automatically terminate upon any termination or expiration of the Enrollment. In addition, Microsoft shall have the right to immediately terminate this Amendment in the event Customer breaches any obligation in this Amendment.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

Enterprise Enrollment (Indirect) Invoice for Quoted Price Amendment ID M97

Notwithstanding anything to the contrary or in addition to any terms in the Enrollment, the Enrollment is hereby amended to add the following paragraph:

The price quoted to Enrolled Affiliate's Reseller is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate's Reseller based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate's Reseller will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

EnrAmend(Yammer for GCC)(WW)(ENG)(Jul2015)		M318	B
EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Apr2016)		M97	B



Enterprise Enrollment

State and Local

Enterprise Enrollment number <i>(Microsoft to complete)</i>	78090401	Framework ID <i>(if applicable)</i>	
Previous Enrollment number <i>(Reseller to complete)</i>	8940112		

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

(ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

g. True-up requirements. Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

(i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

(iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively to the month in which they were ordered.

(iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.

2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.

3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(v) **Update statement.** An update statement must be submitted instead of a true-up order if since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. Step-up Licenses. For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. Clerical errors. Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. Verifying compliance. Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

a. Price Levels. For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. Setting Prices. Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. End of Enrollment term and termination.

a. General. At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.
- c. **If Enrolled Affiliate elects not to renew.**
 - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
 - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") for up to one year, unless designated in the Product Terms to continue until cancelled, is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
 - 2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.
 - (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. **Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. **Government Community Cloud.**

- a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly

prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

- b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked Microsoft will deem the Enterprise to include the largest number of Affiliates:
- Enrolled Affiliate only
 - Enrolled Affiliate and all Affiliates
 - Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):
 - Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:
- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Tukwila
Contact name* First Joseph Last Todd
Contact email address* Joseph.Todd@TukwilaWA.gov
Street address* 6200 Southcenter Blvd
City* Tukwila
State/Province* WA
Postal code* 98188-2544-
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 206-433-7150
Tax ID
* indicates required fields

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Joseph Last Todd
Contact email address* Joseph.Todd@TukwilaWA.gov
Street address* 6200 Sounthcenter Blvd
City* Tukwila
State/Province* WA
Postal code* 98188-2544-
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 206-433-7150

Language preference. Choose the language for notices. English
 This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
* indicates required fields

c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Joseph Last Todd
Contact email address* Joseph.Todd@TukwilaWA.gov
Phone* 206-433-7150

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
* indicates required fields

d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* SoftwareONE, Inc.
Street address (PO boxes will not be accepted)* 20875 Crossroads Circle, Suite 1
City* Waukesha
State/Province* WI
Postal code* 53186-4093
Country* United States
Contact name* MS* Admin
Phone* 262-317-5555
Contact email address* ms-admin.us@softwareone.com
* indicates required fields

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* Bridget Hardwick

Printed name* Bridget Hardwick
Printed title* Operations Analyst
Date* 12/2/16

* indicates required fields

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the

other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

- (i) Additional notices contact
- (ii) Software Assurance manager
- (iii) Subscriptions manager
- (iv) Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? Yes, No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

EA2016EnrGov(US)SLG(ENG)(Nov2016) Submission

Previous Enrollment(s)/Agreement(s) Form

Entity Name: City of Tukwila

Contract that this form is attached to: State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

- a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.
- b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.
- c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.
- d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).
- e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	8940112	X	X

Proposal ID

0548038.002

Enrollment Number

78090401

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order					
Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	340	430	0.8	Yes	User Licenses

Products	Enterprise Quantity
Office 365 Plans	
Office 365 Plan E3 USL	430
Client Access License (CAL)	
Enterprise CAL	
ECAL Bridge for Office 365 From SA	430
Windows Desktop	
Windows Enterprise OS Upgrade	330
Windows VDA	10

Enrolled Affiliate's Product Quantities				
Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3, E4 and E5) + Secure Productive Enterprise	Client Access License + Office 365 (Plans E1, E3, E4 and E5) + Secure Productive Enterprise	Client Access License + Windows Intune + EMS USL + Secure Productive Enterprise	Win E3 + Win E5 + Win VDA + Secure Productive Enterprise
Quantity	430	430	0	340

Enrolled Affiliates Price Level	
Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

NOTES	
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:	
Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
<p>Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.</p>	
<p>Note 2: Unless otherwise indicated in associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.</p>	
<p>Note 3: Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. The requirement applies to Windows Enterprise OS Upgrade. See the Product List for details.</p>	
<p>Note 4: Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. See the Product List for details.</p>	
<p>Note 5: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.</p>	



INFORMATIONAL MEMORANDUM

TO: Finance and Governance Committee
FROM: Hari Ponnekanti, Public Works Director/ City Engineer
BY: Henry Ancira, Facilities Superintendent
CC: Mayor Allan Ekberg
DATE: September 23, 2022
SUBJECT: 303 Facilities Project: City Hall Siding Repairs Project
Project No. 92230302
Contract Award

Issue

Re-Approve a contract with Pacific Exteriors LLC to repair siding on the south side of City Hall and paint new siding to match existing exterior color.

Background

City Hall was built in 1977 and has the original siding. The southern exposed side of the building has several areas where the siding is rotted and exposing the structure to further damage. Replacing the siding in these trouble spots will protect and preserve the building and provide a positive aesthetic.

Analysis

Bids for the City Hall Siding Project were received by three contractors. The bids were checked, tabulated, and no errors were found by the City. The lowest bid was received from Pacific Exteriors LLC.

This item came to the Finance and Governance committee on August 8, 2022 and was approved on the Council Consent Agenda on August 15, 2022. Since then, the City received notification that the contractor made a miscalculation on their original bid, providing an incorrect estimate. The contractor submitted a revised bid, which increased the cost by \$43,357.52. Even with the miscalculation and contract increase, Pacific Exteriors LLC is still the low bidder.

Financial Impact

The lowest bid was from Pacific Exteriors LLC, with a revised cost estimate of \$158,806.86 (including tax). This project has budget allocated in the 2021-2026 CIP but is not enough to cover the cost. The 303 Fund has a sufficient balance to cover the remaining contract cost, including contingency.

	<u>Cost Estimate</u>		<u>Fund Source</u>
Pacific Exteriors Contract	\$158,806.86	Project Budget	\$100,000.00
25% contingency	<u>39,701.72</u>	303 Fund Balance	<u>100,000.00</u>
Total	\$198,508.58		\$200,000.00

Recommendation

Council is being asked to approve the contract with Pacific Exteriors LLC in the amount of \$158,806.86 and consider this item on the Consent Agenda at the October 3, 2022 Regular Meeting.

Attachments: 2021 CIP, Pg 47
Revised Pacific Exteriors LLC Contract

CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2023 to 2028

PROJECT: Facility Improvements Project No. Various

DESCRIPTION: Yearly improvements and required maintenance to City facilities that are located throughout the City.

JUSTIFICATION: Maintenance of existing facilities and required updating and improvements.

STATUS: Ongoing.

MAINT. IMPACT: None.

COMMENT: Ongoing project, only one year actuals are shown in first column.

FINANCIAL (in \$000's)	Through		Estimated							
	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND	TOTAL
EXPENSES										
Engineering		4	50		50	50	50	50	50	304
Land (R/W)										0
Construction		156	140	150	150	150	150	150	150	1,196
TOTAL EXPENSES	222	160	190	150	200	200	200	200	200	1,500
FUND SOURCES										
Awarded Grant										0
Proposed Grant										0
Mitigation Actual										0
Mitigation Expected										0
City Oper. Revenue	222	160	190	150	200	200	200	200	200	1,722
TOTAL SOURCES	222	160	190	150	200	200	200	200	200	1,722

Facility Projects scheduled for 2021-2022

TCC Exterior Paint/Stain	\$ 140,000	2021
TCC Retrofit HVAC Chiller	10,000	2021
City Hall Seismic Study	40,000	2021
	<u>\$ 190,000</u>	
City Hall Siding Repairs	100,000	2022
Fire Station 53 Exterior Paint/Stain	50,000	2022
	<u>\$ 150,000</u>	



City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Contract Number:

CONTRACT FOR SERVICES

This Agreement is entered into by and between the City of Tukwila, Washington, a non-charter optional municipal code city hereinafter referred to as “the City,” and Pacific Exteriors LLC, hereinafter referred to as “the Contractor,” whose principal office is located at 14724 Bothell Way NE Lake Forest Park WA 98155.

WHEREAS, the City has determined the need to have certain services performed for its citizens but does not have the manpower or expertise to perform such services; and

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions; now, therefore,

IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

- 1. Scope and Schedule of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.
- 2. Compensation and Method of Payment.** The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit A attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed \$158,806.86.
- 3. Contractor Budget.** The Contractor shall apply the funds received under this Agreement within the maximum limits set forth in this Agreement. The Contractor shall request prior approval from the City whenever the Contractor desires to amend its budget in any way.
- 4. Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing October 3, 2022, and ending December, 31, 2023, unless sooner terminated under the provisions hereinafter specified.
- 5. Independent Contractor.** Contractor and City agree that Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.
- 6. Indemnification.** The Contractor shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

7. **Insurance.** The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- A. **Minimum Scope of Insurance.** Contractor shall obtain insurance of the types and with the limits described below:
1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 2. Commercial General Liability insurance with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit. Commercial General Liability insurance shall be as least at broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- B. **Public Entity Full Availability of Contractor Limits.** If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.
- C. **Other Insurance Provision.** The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
- D. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

- E. **Verification of Coverage.** Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.
- F. **Subcontractors.** The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.
- G. **Notice of Cancellation.** The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.
- H. **Failure to Maintain Insurance.** Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

8. Record Keeping and Reporting.

- A. The Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.
- B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by law during the performance of this Agreement.

10. Termination. This Agreement may at any time be terminated by the City giving to the Contractor thirty (30) days written notice of the City's intention to terminate the same. Failure to provide products on schedule may result in contract termination. If the Contractor's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.

11. Discrimination Prohibited. The Consultant, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation, the presence of any disability, or any other protected class status under state or federal law, in the selection and retention of employees or procurement of materials or supplies.

12. Assignment and Subcontract. The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City.

13. Entire Agreement; Modification. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.

14. Severability and Survival. If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.

15. Notices. Notices to the City of Tukwila shall be sent to the following address:

City Clerk, City of Tukwila
6200 Southcenter Blvd.
Tukwila, Washington 98188

Notices to the Contractor shall be sent to the address provided by the Contractor upon the signature line below.

16. Applicable Law; Venue; Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

DATED this _____ day of _____, 20__.

CITY OF TUKWILA

CONTRACTOR

Allan Ekberg, Mayor

By: _____

Printed Name and Title: _____

ATTEST/AUTHENTICATED:

Address: _____

City Clerk, Christy O'Flaherty

APPROVED AS TO FORM:

Office of the City Attorney



PACIFIC EXTERIORS LLC
Siding & Painting Specialists

Licensed - Bonded - Insured
Office: 206-877-3087



City of Tukwila
Attn: Henry Ancira
6200 Southcenter Blvd
Tukwila, WA 98188
(206)571-6294

Thank You for allowing Pacific Exteriors LLC to serve you.

You can feel comfortable and confident that we will install your selected products using only the finest grade of materials and installation methods available. The majority of contractors today are focused only on the bottom line: Cheap Materials, Cheap Labor, Cheap Installation = Cheap finished project. This is the reason that there are so many Construction Defect Claims today. We are committed first to **"Quality"**, and then to a **"Fair Price"**. Quality is a commitment to a long term solution, Cheap prices are what created most of the problems today and generally a cheap price is only going to give you a short term fix.

"Our systematic installation methods and field quality control, guarantee you the finest job possible."

Thank You again, for your business.



SIDING - WINDOWS - PAINTING

Admin4@PacificExteriorsLLC.com - www.PacificExteriorsLLC.com

14724 Bothell Way NE Lake Forest Park WA 98155



City of Tukwila
Attn: Henry Ancira
6200 Southcenter Blvd
Tukwila, WA 98188
(206)571-6294

Sales Agreement

Questions? Please call:

Date: 7/22/2022 Quote Expires on: 10/26/2022

We, the undersigned owners of the premises at the above address (hereafter referred to as "customer(s)"), employ Pacific Exteriors LLC. (hereafter referred to as the "Company") to furnish all necessary labor and/or materials to perform the following improvements subject to the terms and conditions below:

Line #	Part #	Description	Price	Qty	Extend
1	Area of Work	<p>-Partial re-side (see photos for areas to be re-sided) with cedar tongue & groove + cedar board & batten -Paint for newly installed siding and trim only -Replace metal coping along top edge of entire course of lower sections with Tongue & Groove (as option)</p> <p>***Pacific Exteriors LLC agrees to satisfy prevailing wage clause and handle all associated paperwork. ***Pacific Exteriors LLC intends to preserve existing gutters so they can be re-used for all straight-line courses. All gutter runs that turn a corner will be too damaged during the removal process to be re-useable and will need to be replaced. The cost to replace these gutters can be discussed with a Pacific Exteriors Project Manager at the time of install. If the old gutters are reused Pacific Exteriors takes no responsibility for their function or appearance</p> <p>***It is solely the mistake of Pacific Exteriors LLC's estimator for having communicated incorrect pricing in the original bid. The total square footage of area to be re-sided was short by approximately 1,000 sqft due to omitting the correct multiplier when calculating the areas above the roofline (only 1 of the 4 highest Southwest facing walls above roofline were included in original estimate)</p>	AREA OF WORK	1	\$0.00
2	Cedar Tongue & Groove Siding	<p>***Pricing is for readily available tight knot cedar tongue & groove with a 3.25" reveal, current siding is a 3" reveal. If custom milling for an exact match is preferred, Pacific</p>	\$128,278.60	1	\$128,278.60

Initialed by: Pacific Exteriors LLC _____ Property Owner _____

Line #	Part #	Description	Price	Qty	Extend
3	Cedar Board & Batten	<p>Exteriors LLC project manager to discuss further with client and quote additional cost.</p> <p>***Portions of existing tongue & groove siding along top edge of walls being re-sided (just beneath roofline) appear to be furred out. If this is the case and the furring strips require any additional re-work or replacement there will be an additional cost based on time and material. Time will be billed at \$97/hr of labor and material will be billed as cost of goods purchased plus 30% markup.</p> <p>-Tear off and dispose of one layer of old sidng. -Install PRE-PRIMED 3/4 x 4 Tight Knot cedar tongue & groove siding w/ 3.25" reveal to the exterior of the building. -Any electrical and light fixtures taken down during installation will be reinstalled. -Any cables or wires taken down during installation will be reinstalled. -Install a 1x2 finish trim to all horizontal soffit areas if needed. -Clean up and haul away all debris. -Run a magnet over the yard to pick up nails.</p> <p>***Match existing ***Regarding the large vents on Southwest facing wall above roofline located near the main back doors of the building, depending on how the existing siding is integrated with the vent system, should deconstruction of the vent system be required to remove old siding, Pacific Exteriors LLC project manager to communicate additional labor cost.</p> <p>-Tear off and dispose of one layer of old siding in areas being sided. -Install PRE-PRIMED 1/2" roughsawn plywood panel with 1x2 primed wood battens spaced every 5.5" to the exterior of the building. -Install metal Z flashing between horizontal seams. -Any electrical and light fixtures taken down during installation of siding will be reinstalled. -Any cables or wires taken down during installation will be reinstalled. -Install a finish trim to all horizontal soffit areas if needed. -Clean up and haul away all debris. -Run a magnet over the yard to pick up nails.</p>	INCLUDED	1	\$0.00
4	Exterior Paint	<p>***Match existing color scheme ***All new siding and trim to be pre-painted before installation to ensure complete</p>	\$15,960.15	1	\$15,960.15

Line #	Part #	Description	Price	Qty	Extend
		<p>coverage and best protection</p> <p>-Spot prime any bare wood and or stained areas with an oil based, stain blocker primer.</p> <p>-Tape and mask off all windows and doors as needed.</p> <p>-While painting use drop clothes to catch any over spray.</p> <p>-Paint siding with two (2) COATS of Sherwin Williams SUPER PAINT with a LIFE TIME manufacturers warranty. Apply paint to siding using high pressure spraying.</p> <p>-Super Paint is mildew resistant.</p> <p>-Paint to all outside corner boards and trim the trim color, front face is painted the trim color, sides go the body color.</p> <p>-Paint all Soffits same color as siding base color, Paint all Fascia and Trim Boards using different color.</p> <p>-If any other doors need to be painted there will be a \$185 charge to paint each door. \$300 for double doors. Exterior of the door will only be painted.</p> <p>-Body color will have a Flat finish, Trim color will have a Satin finish, and the front door will have a Semi Gloss or Gloss finish.</p>			
5	Options	<p>-Option to replace metal coping along top edge of entire lower course of tongue & groove to match current installation is an additional \$6,368.40 + tax</p> <p>***Options to avoid need for replacement of metal coping to be discussed further with Pacific Exteriors LLC project manager</p>	OPTION	1	\$0.00
6	DRAIN SHIELD MAX	<p>-Install DRAIN SHIELD MAX weather barrier</p> <p>-Apply a self adhered flashing tape around all windows.</p>	INCLUDED	1	\$0.00
7	Primed Wood Trim Package	<p>***Match existing trim layout</p> <p>-Install 5/4x4 pre primed white wood window trim to ALL windows.</p> <p>-Install 5/4x4 and 5/4x3 pre primed white wood as corner boards</p> <p>-All window trim and corner boards are to be INLAYED</p>	INCLUDED	1	\$0.00
8	Caulking	<p>-Caulk joints where siding meets the window trim as needed.</p> <p>-Caulk joints where siding meets the corner boards as needed.</p> <p>-Use high quality QUAD MAX Caulking.</p>	INCLUDED	1	\$0.00

Line #	Part #	Description	Price	Qty	Extend
9	Critical Flashing	-Install kick out flashing on gutter sidewall applications as needed. -Install flashing above all window trim and belly bands.	INCLUDED	1	\$0.00
10	Job Site Services	-Dumpster or Debris Removal Service provided if needed. -Honey Bucket provided if needed. -Material Delivery & Pick Up provided if needed.	INCLUDED	1	\$0.00
11	Rotten Sheathing & Insulation	***Unlimited FREE rotten SHEATHING repair*** -Remove rotten sheathing as needed in areas being sided. -Install new OSB Sheathing or plywood to match where old sheathing was. ***Unlimited FREE rotten INSULATION repair*** -Remove and replace insulation in areas where wall sheathing is removed and insulation is water damaged. -Install new fiberglass insulation where old insulation was. ***Should any additional structural repairs be needed, Pacific Exteriors LLC project manager to provide estimate once the extent of damage is known (after project is under way). Estimate to be based on time and materials (\$97/hr + materials). Client will have an opportunity to sign a change order at that point (if needed).	FREE	1	\$0.00

Submitted by representative: _____ Approved by Manager _____

This contract shall not be binding on Pacific Exteriors LLC until approved by an officer of Pacific Exteriors LLC.

Notice to Customer: You are *required* by RCW 19.186.020(7) to disclose whether you intend to *obtain a loan* in order to pay for all or part of the amount due under the contract.

THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE CONTAINED ON TWO PAGES OF THIS FORM.

Buyer acknowledges receipt of copy of this contract.

I accept the terms and conditions of this quotation.

Signed: _____

Name: _____ Date: _____

Signed: _____

Name: _____ Date: _____

Terms: 35% Down Upon Acceptance _____
 35% Due Upon Substantial Delivery of Materials _____
 25% Due Upon Substantial Completion of Siding _____
 5% Due Upon Substantial Completion of Painting (If included) _____

Sub-Total	\$144,238.75
Tax	\$14,568.11
Total	\$158,806.86

It is agreed and understood by and between the parties that this agreement constitutes the entire understanding between the parties, and there are no verbal understandings changing or modifying any of the terms. This agreement may not be changed or its terms modified or varied in any way unless such changes are in writing and signed by both Buyer(s) and Contractor. Buyer(s) hereby acknowledges that Buyer(s) have read the entire agreement including the terms and conditions.

TERMS AND CONDITIONS:

- 1)Checks. All checks shall be made payable to Pacific Exteriors LLC.
- 2)Delay/Unknown Conditions: Contractor's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, strikes, fires, floods, acts of God, material shortages, Buyer's inability to qualify for or obtain financing, delays by local government authorities in issuing or otherwise approving inspections, permitting, or other required authorizations do not constitute abandonment and are not included in calculating time frames for performance by Contractor. Contractor and Buyer(s) have determined that a definite completion date is not of the essence to this Agreement.
- 3)Late Cancellation/Late Payment/Default: If Buyer(s) attempts to cancel or repudiate this Agreement after midnight of the third business day after the date of this Agreement, and Contractor accepts such cancellation, which shall be in Contractor's sole discretion based on economic factors including, but not limited to, the status of Buyer's ordered product, all work under this Agreement will be stopped as promptly as is reasonably possible and Buyer(s) agrees to pay Contractor for any special order material purchased, construction labor expended, and a cancellation fee equal to 15% of this Agreement's purchase price to offset Contractor's incurred administrative labor, and miscellaneous administrative costs. Buyer(s) agrees to pay a late fee of 1.5% per month on all amounts due and owing from Buyer(s) to Contractor accruing from the date due and running to the date the payment is made. If Buyer(s) is in default of this Agreement, Buyer(s) agrees to pay Contractor's attorney's fees or as otherwise allowed by applicable law. Buyer(s) also agrees to pay any other costs or expenses of repossession or collection as allowed by applicable law.
- 4)Contractor's Right to Cancel: In the event that Contractor determines that this Agreement cannot be performed as intended by the parties due, for example, to incorrect pricing, unforeseen structural defects, or pre-existing conditions to Buyer's property, Contractor may cancel this Agreement within thirty (30) days of its execution, notify Buyer(s) of such cancellation in writing, and return all monies paid by Buyer(s).
- 5)No Set-Offs or Retentions: Upon substantial completion of Contractor's work under this Agreement, Buyer(s) shall pay to the contractor, all amounts due under this Agreement without any right of set-off or retention. Substantial completion is defined as the job being materially completed, functional as intended. If after paying all amounts due under this Agreement, Buyer(s) alleges that Contractor's work is defective in any respect, Contractor, without waiving any of its rights, shall cause an inspection of the work and perform any remedial work to the extent the Buyer(s) is entitled to under this Agreement or Contractor's warranty at no cost to Buyer(s).
- 6)Buyer's Representations: Buyer(s) represents and warrants that (a) Buyer(s) owns the premises where the products and/or services are being provided by Contractor; (b) Buyer(s) will provide Contractor with reasonable access to the premises, including access to electrical outlets as may be required by Contractor; (c) Buyer(s) shall be responsible for the preparation, moving, and reinstalling of all wiring, water lines, power lines, plumbing, and the moving of any shrubs, plants, or other items as required by Contractor under this Agreement; and (d) Buyer(s) acknowledge(s) that any excess material not used by Contractor shall remain the property of Contractor and will not be considered part of this Agreement.
- 7)Contractor's Responsibility: Contractor accepts no responsibility for any damage resulting from structural or other defects in the property at which work is performed under this Agreement. Contractor is not responsible for remedying structural defects in Buyer's property. Buyer(s) acknowledges that Contractor's products do not correct or cure structural problems. Contractor shall not be responsible for (a) any damages arising in whole or in part from strikes, fires, accidents, floods, governmental actions, or any other causes beyond control of Contractor; (b) any incidental or consequential damages including, without limitation, lost profits or reduction in value of Buyer's property arising from Contractor's delay in performing under this Agreement or due to Contractor's breach of this Agreement; and (c) unintentional damage to flooring, window treatments, landscaping, driveways, sidewalks, gas lines, electrical wiring, plumbing, telephone installations, collateral or incidental damage to interior walls and personal property, it being understood that Buyer(s) is responsible at Buyer's cost for all preparations, protection, and/or moving of such items prior to Contractor's commencement of work. Contractor intends to use subcontractors on all or a portion of the work.
- 8)Product-Specific Terms: Depending on the product(s) and/or services purchased by Buyer(s), certain product-specific terms may apply. If applicable, these product-specific terms will be contained on the accompanying specification sheet(s). Buyer(s) acknowledges that these product-specific terms are a part of these Additional Terms and Conditions.
- 9)Condensation, Mold and Related Matters: Condensation, which can form on or within walls or other surfaces (such as between windowpanes), results from pre-existing conditions in a home and internal or external temperatures. Condensation is not a product or workmanship defect. Reducing the humidity in a home will often remedy any condensation problems. Buyer(s) agrees to indemnify and hold Contractor and its employees, agents, and subcontractors harmless from any claims as to the identification, detection, abatement, encapsulation, or removal of mold, asbestos, lead-based products, or other hazardous substances inside or outside of the property at which work is performed. Contractor does not provide mold testing or remediation services.
- 10)Miscellaneous: No waiver of any breach of this Agreement shall be construed as a waiver of any prior, concurrent, or subsequent breach hereof. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. In construing this Agreement, the gender and number of words used may be changed to meet the context. Both Buyer(s) and Contractor agree that this entire Agreement constitutes the entire understanding between them, and that there are no verbal understandings changing or modifying any of the terms and conditions of this Agreement. No alteration to or deviation from this Agreement will be valid without the signed, written consent of both Buyer(s) and Contractor. This Agreement shall be governed by and construed in accordance with the laws of the state in which it is performed, except as may be preempted by federal law. Any part of this Agreement contrary to the law of this state shall not invalidate other parts of this Agreement. If a provision of this Agreement is held to be invalid or unenforceable, this Agreement shall continue in full force and effect and shall be construed as if the invalid or unenforceable provision was omitted.
- 11)Assignment: Buyer(s) agrees that Contractor can assign any of Contractor's rights under this Agreement without Buyer's consent and that the person to whom Contractor assigns this Agreement shall be entitled to all of Contractor's rights under this Agreement. Buyer(s) understands that Buyer's rights will not be affected by such assignment. Neither this Agreement nor any rights or benefits hereunder are assignable by Buyer(s) without the prior written consent of Contractor. Any such prohibited assignment shall be null and void.
- 12)Arbitration of Disputes: Contractor and Buyer(s) agree that any and all disputes, claims, or controversies (hereafter referred to as a "Claim") arising under or relating to this Agreement and any related documents, loans, security instruments, accounts, or notes, including by way of example and not as a limitation: (i) the relationships resulting from this Agreement and the transactions arising as a result thereof; (ii) the terms of this Agreement; or (iii) the validity of this Agreement or the validity or enforceability of this arbitration provision may, at the election of either party, be subject to binding arbitration to be determined by one arbitrator, in accordance with and pursuant to the then prevailing Consumer Arbitration Rules of the American Arbitration Association ("AAA"), to be held and arbitrated in King County, Washington. Buyer(s) agrees that Buyer(s) will not assert a Claim on behalf of, or as a member of, any group or class. The findings of the arbitrator shall be final and binding on all parties to this Agreement. Each party shall be responsible for its own fees and costs, unless otherwise determined by the arbitrator. This agreement to arbitrate, and any award, finding, or verdict of or from the arbitration, will be specifically enforceable under the prevailing law of any court having jurisdiction. The party asserting a Claim shall file a notice of the demand for arbitration with the other party to this Agreement and with AAA. The demand for arbitration shall be made within a reasonable time after the Claim in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations. Any arbitration proceeding brought under this Agreement, and any award, finding, or verdict of or from such proceeding shall remain confidential between the parties and shall not be made public.
Both Contractor and Buyer(s) are hereby potentially agreeing to choose arbitration, rather than litigation or some other means of dispute resolution, to address any grievances or alleged grievances. The parties believe this may allow for a faster and more cost-effective method of addressing a Claim. By entering into this Agreement and this arbitration provision, both parties may be potentially giving up their constitutional right to have any dispute decided in a court of law before a jury, and instead are potentially accepting the use of arbitration.
- 13)Scope of work: Company and/or its subcontractors will furnish or arrange for all labor, supervision, material, tools and in the Sales Agreement. Company will not be responsible for work which is not included in the description.

Initialed by: Property Owner _____

14)Work Area: Customer will provide the Company with a work area that is safe, free from hazardous materials and clear of obstructions. Pacific Exteriors LLC will not be responsible for damaged landscaping in the work area. Client agrees to stay clear of the work area. Client is fully and solely responsible for any injuries incurred on the job site by anyone other than Pacific Exteriors LLC's employees, sub contractors, and suppliers.

15)Permits and Inspections: Unless otherwise agreed in writing, The CUSTOMER., at Customer's sole expense, will obtain all necessary permits for the work from governmental authorities and procure all inspections and sign-offs required by law. Any cost incurred by the contractor due to assist in obtaining such permits, inspections, delays caused by stop work orders, and sign-offs shall be added to the Total Cash Price.

16)Commencement of Work: Company will not be obligated to commence work at the job site (and if commenced, will not be obligated to continue) until Customer (a) has paid the deposit required of this Sales Agreement (b) has signed this Sales Agreement and all related documents required by Company and (c) has satisfied its obligations under Work Area section above.

17)Changed Conditions: If Customer becomes aware of any fault, defect or condition affecting the work area, which was not previously known by Company, customer will promptly notify Company of the changed condition. If Company should encounter concealed, unknown or latent conditions during the performance of the work which differ materially from those ordinarily encountered, Customer will pay for additional labor, supervision, material supplies, tools and equipment used by Company to complete the work under the changed conditions.

18)Workmanship and Warranty. Company will perform the installation in accordance with the Sales Agreement and the drawings and specifications prepared pursuant thereto, using good workmanship and accepted standards of construction and installation. Pacific Exteriors LLC shall not be liable for leaks or water damage caused by pressure washing. Pacific Exteriors LLC DOES NOT WARRANT CAULKING, customer must refer to the manufactures warranty only. Company warrants its work to be free from defects in workmanship for a period of one (1) Year, from the date of completion. The customer will be responsible for completion of paperwork for all manufacture(s) warranty upon completion of the work, whereupon Customer will have all rights and remedies against the manufacturer(s) as is provided by such warranties. THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY PACIFIC EXTERIORS LLC AND IS IN LIEU OF ALL OTHER WARRANTIES RELATING TO THE WORK DESCRIBED IN THE SALES AGREEMENT WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES AS TO MERCHANTABILITY, OR THAT THE INSTALLATION AND/OR MATERIALS PROVIDED ARE FIT OR SUITABLE FOR A PARTICULAR PURPOSE. No representative of Company is authorized to extend or expand this warranty in any manner.

19) Limitation on Liability. CUSTOMER AGREES THAT FOR ANY BREACH BY PACIFIC EXTERIORS LLC HEREUNDER, NO REMEDY AGAINST PACIFIC EXTERIORS LLC OR ANY OF ITS AFFILIATED CORPORATIONS FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSONS OR PROPERTY OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO CUSTOMER. CUSTOMER AGREES THAT ITS SOLE REMEDY IN THE EVENT OF A BREACH OF PACIFIC EXTERIORS LLC'S CONTRACT AND OR WARRANTY CLAIM WILL BE REPAIR OR REPLACEMENT AND ANY SUCH CLAIM BY CUSTOMER WILL ONLY BE AVAILABLE OR FOR A PERIOD OF (1) ONE YEAR AFTER SUBSTANTIAL COMPLETION. LIABILITY SHALL BE LIMITED TO THE FACE AMOUNT OF CONTRACT. CLIENT HEREBY EXPRESSLY WAIVES AND RELEASES AND SUCH CLAIM, CAUSE OF ACTION OR LAWSUIT THAT IS NOT FILED WITHIN SIX (6) MONTHS FORM THE EXPIRATION OF THIS WARRANTY. Any warranty work performed by Pacific Exteriors LLC does not extend the warranty period.

20)Scaffolding: If scaffolding is used, scaffolding will be attached to the roof. Pacific Exteriors LLC will apply sealant to the areas where the scaffolding is attached. Pacific Exteriors LLC will not replace any roofing. Any roofing replacement will be done at the Customers sole expense.

21) Signs and advertising. Client authorizes Pacific Exteriors LLC to place a job sign on the job site. In addition client authorizes Pacific Exteriors LLC to take photographs and or videos of the job site and of its work. Client recognizes and agrees that photographs and videos taken by Pacific Exteriors LLC or it's agents if any are the exclusive property of Pacific Exteriors LLC without charge and may be used at Pacific Exteriors LLC discretion for any reasonable purpose whatsoever.

22)Incidental damages. The customer understands the risks of damage to the driveway / yard during material and dumpster deliveries and accepts financial responsibility for any damages.

23)For roofing and siding work, if Buyer(s) intends to obtain a loan to pay for all or part of the work, the following applies: **CUSTOMER'S RIGHT TO CANCEL: IF YOU HAVE INDICATED IN THIS AGREEMENT THAT YOU INTEND TO OBTAIN A LOAN TO PAY FOR ALL OR PART OF THE WORK SPECIFIED IN THIS AGREEMENT, YOU HAVE THE RIGHT TO CHANGE YOUR MIND AND CANCEL THIS AGREEMENT WITHIN THREE DAYS OF THE DATE WHEN THE LENDER PROVIDES YOU WITH YOUR TRUTH-IN-LENDING DISCLOSURE STATEMENT OR THE DATE WHEN YOU RECEIVE WRITTEN NOTIFICATION THAT YOUR LOAN WAS DENIED. BE SURE THAT ALL PROMISES MADE BY YOUR CONTRACTOR ARE PUT IN**

WRITING BEFORE YOU SIGN THIS AGREEMENT.

NOTICE TO CUSTOMER

This contractor is registered with the state of Washington, registration no PACIFEL917NK, and has posted with the state a bond or deposit of \$12,000 for the purpose of satisfying claims against the contractor for breach of contract including negligent or improper work in the conduct of the contractor's business. The expiration date of this contractor's registration is 3/27/2023

THIS BOND OR DEPOSIT MIGHT NOT BE SUFFICIENT TO COVER A CLAIM THAT MIGHT ARISE FROM THE WORK DONE UNDER YOUR CONTRACT.

This bond or deposit is not for your exclusive use because it covers all work performed by this contractor. The bond or deposit is intended to pay valid claims up to \$12,000 that you and other customers, suppliers, subcontractors, or taxing authorities may have.

FOR GREATER PROTECTION YOU MAY WITHHOLD A PERCENTAGE OF YOUR CONTRACT.

You may withhold a contractually defined percentage of your construction contract as retainage for a stated period of time to provide protection to you and help insure that your project will be completed as required by your contract.

YOUR PROPERTY MAY BE LIENED.

If a supplier of materials used in your construction project or an employee or subcontractor of your contractor or subcontractors is not paid, your property may be liened to force payment and you could pay twice for the same work.

FOR ADDITIONAL PROTECTION, YOU MAY REQUEST THE CONTRACTOR TO PROVIDE YOU WITH ORIGINAL "LIEN RELEASE" DOCUMENTS FROM EACH SUPPLIER OR SUBCONTRACTOR ON YOUR PROJECT.

The contractor is required to provide you with further information about lien release documents if you request it. General information is also available from the state Department of Labor and Industries.

I have received a copy of this disclosure statement. Signed by: Property Owner _____ Date _____











INFORMATIONAL MEMORANDUM

TO: Finance and Governance Committee
FROM: Hari Ponnekanti, Public Works Director
BY: Griffin Lerner, Public Works Analyst
CC: Mayor Allan Ekberg
DATE: September 23, 2022
**SUBJECT: Proposed 2023-2024 Biennial Budget
City Facilities and General Improvements**

ISSUE

Review Proposed 2023-2024 Biennial Budget and Capital Improvement Programs for City Facilities and General Improvements.

BACKGROUND

The City's Public Works Department manages two capital funds related to City Facilities – the 303 fund for general improvements and the 306 fund for new capital construction. For the next biennium, the City will initiate a comprehensive long-term facility needs study reviewing all City buildings and begin design on Phase Two of the Public Works Shops Project.

DISCUSSION & FISCAL IMPACT

General Improvements - 303 Fund

- Citywide Facilities Plan scheduled to begin in 2023.
- TCC HVAC Replacement scheduled for 2024.
- Once the long-term facilities need for ongoing maintenance is known, this fund will be closed out. Future general repairs and maintenance will be incorporated into Facility Maintenance's budget directly.

City Facilities - 306 Fund

- The City has planned for \$5.5 million in design costs for PW Shops Phase II. This projection is subject to test-to-fit findings and Council direction around next steps. The funding for design would come from the existing funds, Phase I cost savings, lease revenue from the eastern parcel, and transfers from the utility funds.
- There are no planned expenditures in the next biennium for the Teen and Senior Center. Staff recommends restarting this project in 2025 when additional opportunities may be available.
- Any unused funds for Minkler Shop upgrades will rollover into the next biennium.

RECOMMENDATION

Seek Committee approval to forward the General Improvements and City Facilities funds 303 and 306 section of the 2023-2024 Biennial Budget to the Committee of the Whole.

DEPARTMENT: N/A
FUND: General Government Improvement
RESPONSIBLE MANAGER: Hari Ponnekanti

FUND NUMBER: 303
POSITION: Public Works Director

Description:

The General Government Improvement fund is used for improvements, additions, or other miscellaneous minor capital projects not provided for elsewhere. Projects which benefit multiple departments or functions will be given priority.

2021-2022 Accomplishments

- ◆ Completed Exterior Painting and Staining of Tukwila Community Center **Strategic Goal 4 & 5**
- ◆ Completed retrofit of TCC HVAC chiller. **Strategic Goal 4**
- ◆ Completed Seismic Study of City Hall & 6300 Building. **Strategic Goal 4**
- ◆ Installed new siding at City Hall. **Strategic Goal 4 & 5**
- ◆ Completed Exterior Painting and Staining of Fire Station 53. **Strategic Goal 4 & 5**

2023 Outcome Goals

- ◆ Improve conditions of existing facilities.

2023 Indicators of Success

- ◆ Close out this fund at the end of fiscal year 2023.

In 2023, a City-wide facilities study is planned. Once the long-term facilities need for ongoing maintenance is known, this fund will be closed out. Future general repairs and maintenance will be incorporated into the general fund.

Revenue and Expenditure Summary

General Government Improvement								
	Actual			Budget			Percent Change	
	2020	2021	Projected 2022	2022	2023	2024	2022-2023	2023-2024
Operating Revenue								
Grant Revenues	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,800,000	\$ -	0.0%	-100.0%
Investment Earnings	4,269	700	1,580	500	1,000	-	100.0%	-100.0%
Total Operating Revenue	4,269	700	2,580	500	1,801,000	-	360100.0%	-100.0%
Transfers In	-	300,000	-	-	100,000	-	0.0%	-100.0%
Total Revenue	4,269	300,700	2,580	500	1,901,000	-	380100.0%	-100.0%
Projects								
TCC Siding/Roofing Repairs	116,211	-	-	-	-	-	0.0%	0.0%
Install No Parking Signs 6200/6300	2,026	-	-	-	-	-	0.0%	0.0%
6300 Bldg Dry Fire Sprinkler System	29,689	-	-	-	-	-	0.0%	0.0%
TCC Retrofit HVAC Chiller	-	17,013	-	-	-	-	0.0%	0.0%
TCC Exterior Painting	-	118,302	-	-	-	-	0.0%	0.0%
City Hall Siding	-	-	158,807	200,000	-	-	-100.0%	0.0%
Seismic Study of City Facilities	-	-	28,300	-	-	-	0.0%	0.0%
Fire Station 53 Exterior Paint	-	-	49,378	-	-	-	0.0%	0.0%
Citywide Facilities Plan	-	-	-	-	340,000	-	0.0%	-100.0%
TCC HVAC Replacement	-	-	-	-	2,000,000	-	0.0%	-100.0%
Total Projects	147,926	135,315	236,485	200,000	2,340,000	-	1070.0%	-100.0%
Transfers Out	-	-	-	-	5,128	-	0.0%	-100.0%
Total Expenses	147,926	135,315	236,485	200,000	2,345,128	-	1072.6%	-100.0%
Beginning Fund Balance	656,306	512,648	678,033	678,033	444,128	-	-34.5%	-100.0%
Change in Fund Balance	(143,657)	165,385	(233,905)	(199,500)	(444,128)	-	122.6%	-100.0%
Ending Fund Balance	\$ 512,648	\$ 678,033	\$ 444,128	\$ 478,533	\$ -	\$ -	-100.0%	0.0%

General Ledger Code Details

Revenues

GL Account Code	Account Description	Actual		Projected 2022	Budget		
		2020	2021		2022	2023	2024
Operating Revenues							
PW303300-361110	Investment Interest	\$ 4,269	\$ 700	\$ 1,580	\$ 500	\$ 1,000	\$ -
Total Operating Revenues		4,269	700	1,580	500	1,000	-
Capital Project Revenues							
PW303300-334035	State Agencies	-	-	1,000	-	1,800,000	-
Total Capital Project Revenues		-	-	1,000	-	1,800,000	-
PW303300-730000	Transfer In from General Fund	-	300,000	-	-	100,000	-
Non-Operating Revenues		-	300,000	-	-	100,000	-
Total Revenues		\$ 4,269	\$ 300,700	\$ 2,580	\$ 500	\$ 1,901,000	\$ -

Expenses

GL Account Code	Account Description	Actual		Projected 2022	Budget		
		2020	2021		2022	2023	2024
PW303300-511000	Salaries	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ -
Total Salaries & Wages		500	-	-	-	-	-
Personnel Benefits							
PW303300-521000	FICA	38	-	-	-	-	-
PW303300-523000	PERS	64	-	-	-	-	-
PW303300-524000	Industrial Insurance	149	(31)	-	-	-	-
Total Personnel Benefits		251	(31)	-	-	-	-
PW303300-532001	Repair Supplies	1,399	-	-	-	-	-
Total Supplies		1,399	-	-	-	-	-
Services & Passthrough Pmts							
PW303180C-541000	Professional Services	-	-	-	50,000	-	-
PW303180C-541007	Contracted Services	-	-	-	-	-	-
PW303180C-542004	Printing & Binding Services	-	-	500	-	-	-
PW303300-541007	Contracted Services	-	-	29,000	-	340,000	-
PW303300-548001	Repair services	145,776	135,346	41,985	-	-	-
Total Services & Passthrough Pmts		145,776	135,346	71,485	50,000	340,000	-
Capital Expenditures							
PW303180C-562000	Buildings & Structures	-	-	49,378	-	-	-
PW303180C-565000	Construction Projects	-	-	115,622	150,000	-	-
PW303300-564000	Machinery & Equipment	-	-	-	-	2,000,000	-
Total Capital Expenditures		-	-	165,000	150,000	2,000,000	-
PW303300-750000	Transfer Out to General Fund	-	-	-	-	5,128	-
Total Transfers Out		-	-	-	-	5,128	-
Total Expenditures		\$ 147,926	\$ 135,315	\$ 236,485	\$ 200,000	\$ 2,345,128	\$ -

DEPARTMENT: N/A
FUND: City Facilities Fund
RESPONSIBLE MANAGER: Hari Ponnekanti

FUND NUMBER: 306
POSITION: Public Works Director

Description

The City Facilities Fund is used for new construction or major reconstruction of city facilities. The current project accounted for in this fund is the Public Works Shops facility and the future Intergeneration Teen and Senior Center

2021-2022 Accomplishments

- ◆ Complete Phase I for the new Public Works Shops site.
- ◆ Began design for Phase II for the new Public Works shops site
- ◆ Began feasibility study for Inter-generational Teen and Senior Center.

2023-2024 Outcome Goals

- ◆ Complete design for Phase II of the new Public Works Shops site.

Revenue and Expenditure Summary

<i>City Facilities</i>									
	Actual			Budget			Percent Change		
	2020	2021	Projected 2022	2022	2023	2024	2022-2023	2023-2024	
Capital Project Revenue									
Investment Earnings	\$ 37,423	\$ 5,384	\$ 9,443	\$ -	\$ 1,000	\$ 1,000	0.0%	0.0%	
Sale of Property	-	-	2,300,000	-	-	-	0.0%	0.0%	
Bond Proceeds	-	2,850,000	-	-	-	-	0.0%	0.0%	
Total Capital Projects Revenue	37,423	2,855,384	2,309,443	-	1,000	1,000	0.0%	0.0%	
Transfers In - Lease Revenue	-	-	-	-	140,000	840,000	0.0%	500.0%	
Transfers In - Public Safety Plan	-	600,000	-	-	-	-	0.0%	0.0%	
Transfers In - Utility Funds	-	1,150,000	300,000	-	2,000,000	1,000,000	0.0%	-50.0%	
Total Revenue	37,423	4,605,384	2,609,443	-	2,141,000	1,841,000	0.0%	-14.0%	
Capital Projects									
Public Works Shops	756,352	5,744,843	3,686,000	1,200,000	2,500,000	3,000,000	108.3%	20.0%	
Teen/Senior Center	-	320,867	74,163	-	-	-	0.0%	0.0%	
Minkler Improvements	241,354	40,491	75,000	225,000	200,000	-	-11.1%	-100.0%	
Tot Transfers Out	997,706	6,106,201	3,835,163	1,425,000	2,700,000	3,000,000	89.5%	11.1%	
Indirect Cost Allocation	-	-	-	-	-	-	0.0%	0.0%	
Other Non Operating	-	-	-	-	-	-	0.0%	0.0%	
Total Expenses	997,706	6,106,201	3,835,163	1,425,000	2,700,000	3,000,000	89.5%	11.1%	
Beginning Fund Balance	5,961,144	5,000,861	3,500,044	3,500,044	2,274,324	1,715,324	-35.0%	-24.6%	
Change in Fund Balance	(960,283)	(1,500,817)	(1,225,720)	(1,425,000)	(559,000)	(1,159,000)	-60.8%	107.3%	
Ending Fund Balance	\$ 5,000,861	\$ 3,500,044	\$ 2,274,324	\$ 2,075,044	\$ 1,715,324	\$ 556,324	-17.3%	-67.6%	

General Ledger Code Details

Revenues

GL Account Code	Account Description	Actual		Projected 2022	Budget		
		2020	2021		2022	2023	2024
Operating Revenues							
PW306100-361110	Investment Interest	\$ 37,423	\$ 5,384	\$ 9,443	\$ -	\$ 1,000	\$ 1,000
Total Operating Revenues		37,423	5,384	9,443	-	1,000	1,000
Total Capital Project Revenues							
PW306100-391100	LTGO Bond Proceeds	-	2,850,000	-	-	-	-
PW306100-390000	Land Sale	-	-	2,300,000	-	-	-
Total Capital Project Revenues		-	2,850,000	2,300,000	-	-	-
PW306750-730000	Transfer In from General Fund	-	-	-	-	140,000	840,000
AS306750-730305	Transfer In from 305	-	600,000	-	-	-	-
PW306480-730401	Transfer In from 401	-	221,000	102,000	-	680,000	340,000
PW306480-730402	Transfer In from 402	-	623,500	57,000	-	380,000	190,000
PW306480-730412	Transfer In from 412	-	305,500	141,000	-	940,000	470,000
Total Revenues		\$ 37,423	\$ 4,605,384	\$ 2,609,443	\$ -	\$ 2,141,000	\$ 1,841,000

Expenses

GL Account Code	Account Description	Actual		Projected 2022	Budget		
		2020	2021		2022	2023	2024
Operating Supplies							
PW306480-531003	Operating Supplies	-	-	1,201	-	-	-
PW306480-535001	Equipment	-	-	2,670	-	-	-
Total Supplies		-	-	3,871	-	-	-
Contracted Services							
PW306180C-541007	Contracted Services	-	-	1,397	-	-	-
PW306180C-547022	Natural Gas Utility	-	-	1,654	-	-	-
PW306180C-548001	Repair services	-	-	65,064	-	-	-
PW306480C-541007	Contracted Services	-	-	2,623	-	-	-
PW306480C-541010	Inspection Services & Permits	-	-	19,408	-	-	-
PW306480C-547021	Electric Utility	-	-	84	-	-	-
PW306480C-547025	Water/Sewer Utility	-	-	88	-	-	-
PW306480C-547026	Surface Water utility	-	-	8,219	-	-	-
PW306480C-548001	Repair services	-	-	1,595	-	-	-
Total Services & Passthrough Pmts		-	-	100,131	-	-	-
Buildings & Structures							
AS306750C-562000	Buildings & Structures	-	320,867	74,163	-	-	-
PW306180C-562000	Buildings & Structures	939,936	5,785,334	-	225,000	-	-
PW306180C-563000	Other Improvements	-	-	7,211	-	200,000	-
PW306480C-562000	Buildings & Structures	57,770	-	3,610,927	1,200,000	2,500,000	3,000,000
PW306480C-563000	Other Improvements	-	-	29,830	-	-	-
PW306480C-564002	Network Equipment	-	-	9,030	-	-	-
Total Capital Expenditures		997,706	6,106,201	3,731,161	1,425,000	2,700,000	3,000,000
Total Expenditures		\$ 997,706	\$ 6,106,201	\$ 3,835,163	\$ 1,425,000	\$ 2,700,000	\$ 3,000,000

**CITY OF TUKWILA CAPITAL PROJECT SUMMARY
2023 - 2028
GENERAL IMPROVEMENTS
303 Fund**

CIP Page #	PROJECT TITLE	2023	2024	2025	2026	2027	2028	TOTAL	**Other Sources	After Six Years
47	Facility Improvements	2,340	-	-	-	-	-	2,340	1,800	-
Grand Total		2,340	0	-	-	-	-	2,340	1,800	-

*** Denotes other funding sources, grants, or mitigation.*

Changes from 2021 to 2023 CIP:

Closing out fund after 2023

CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2023 to 2028

PROJECT: Facility Improvements

Project No. Various

DESCRIPTION: Yearly improvements and required maintenance to City facilities that are located throughout the City.

JUSTIFICATION: Maintenance of existing facilities and required updating and improvements.

STATUS: Ongoing.

MAINT. IMPACT: None.

COMMENT: Ongoing project, only one year actuals are shown in first column.

FINANCIAL (in \$000's)	Through		Estimated	2023	2024	2025	2026	2027	2028	BEYOND	TOTAL
	2021	2022									
EXPENSES											
Engineering				340							340
Land (R/W)											0
Construction				2,000							2,000
TOTAL EXPENSES				2,340	0	0	0	0	0	0	2,340
FUND SOURCES											
Awarded Grant				1,800							1,800
Proposed Grant											0
Mitigation Actual											0
City Operating Revenue				100							100
303 Fund balance	0	0		440	0	0	0	0	0	0	440
TOTAL SOURCES	0	0		2,340	0	0	0	0	0	0	2,340

Facility Projects scheduled for 2023-2024

TCC HVAC Replacement	2,000,000	2023
Citywide Facilities Plan	350,000	2023
	\$ 2,350,000	

**CITY OF TUKWILA CAPITAL PROJECT SUMMARY
2023 - 2028
CITY FACILITIES
306 Fund**

CIP Page #	PROJECT TITLE	2023	2024	2025	2026	2027	2028	TOTAL	**Other Sources	After Six Years
56	Public Works Shops	2,944	3,000	10,000	40,500	0	0	56,444	44,544	0
57	Intergenerational Teen/Senior Cente	0	0	500	500	0	0	1,000	0	0
Grand Total		2,944	3,000	10,500	41,000	0	0	57,444	44,544	0

*** Denotes other funding sources, grants, or mitigation.*

Changes from 2019 to 2021 CIP:

Deleted City Hall Facilities - will re-add once citywide facilities plan is complete

CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2023 to 2028

PROJECT: Public Works Shops

Project No. multiple

DESCRIPTION:

Construct a new City Public Works maintenance and operations center, combining all operational functions at one location. Facility may also include a City Clerk & Police Records Center and Police evidence storage.

JUSTIFICATION:

Existing Public Works operations and maintenance areas are inadequate structurally and seismically. Current land for staging dirt and vector materials is only temporary. Project includes selling dirt/vector land, Minkler Shops,

and George Long Shops to acquire the real estate to build an equipment operations center that meets current

STATUS:

Separate from the Public Safety Plan. Was formerly known as City Maintenance Facility.

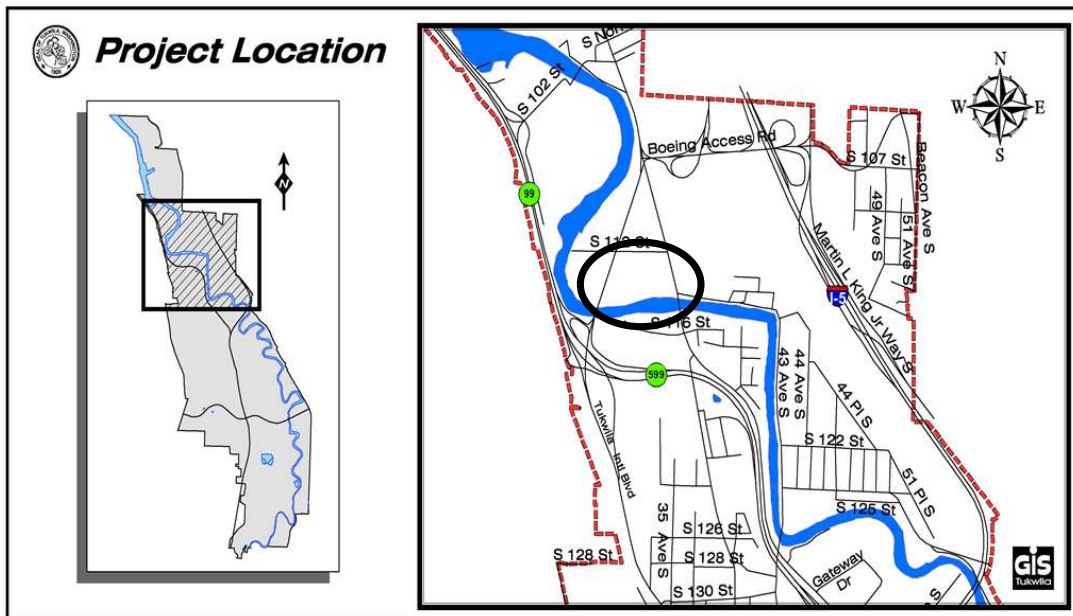
MAINT. IMPACT:

Improves safety and efficiency for First Responders and maintenance operations.

COMMENT:

Based on usage and benefits, it is estimated that the Water, Sewer, and Surface water enterprise funds will fund 50% of the Public Works Shops with the other 50% funded by Streets, Facilities, & Equipment Rental.

FINANCIAL (in \$000's)	Through 2021	Estimated 2022	2023	2024	2025	2026	2027	2028	BEYOND	TOTAL
EXPENSES										
Design/PM	1,288	388	2,500	3,000						7,176
Land (R/W)	25,462									25,462
Const. Mgmt.	753	270	171							1,194
Construction	5,402	3,028	273		13,500	40,500				62,703
TOTAL EXPENSES	32,905	3,686	2,944	3,000	13,500	40,500	0	0	0	96,535
FUND SOURCES										
Enterprise Funds	9,034		1,472	1,500	5,000	15,000				32,006
Councilmatic Bond	5,572				5,000	15,000				25,572
REET Funds	3,000									3,000
General Fund	462		1,472							1,934
306 Fund Balance	14,837	3,686	0	1,500	0	10,500	0	0	0	30,523
TOTAL SOURCES	32,905	3,686	2,944	3,000	10,000	40,500	0	0	0	93,035



CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2023 to 2028

PROJECT: Intergenerational Teen/Senior Center

Project No. 92030601

DESCRIPTION: Build a new facility for Teens and Seniors in the Tukwila International Boulevard neighborhood, that will be in proximity to the Foster High School, Showalter Middle School, and the senior community.

JUSTIFICATION: Recognize the need for an innovative facility that will be inclusive and serve seniors during the day and teens in the afternoon/evening. The facility will serve our Tukwila community and incorporate diverse cultural, economic, educational, and athletic opportunities and activities.

STATUS: New Project for 2021 - 2026 CIP. A City team was formed for community outreach.

MAINT. IMPACT: New facility.

COMMENT: Initial funding is from Justice Center savings. Potential funding partners are being sought from the philanthropic and business communities as well as the YMCA/YWCA and the Boys and Girls Club.

FINANCIAL (in \$000's)	Through		Estimated							TOTAL
	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND	
EXPENSES										
Analysis/Site Selection	200									200
Design/PM	320	287			500	500				1,607
Land (R/W)										0
Const. Mgmt.										0
Construction										0
TOTAL EXPENSES	520	287	0	0	500	500	0	0	0	1,807
FUND SOURCES										
Grant										0
Bond										0
Mitigation Expected										0
City Oper. Revenue	520	287	0	0	500	500	0	0	0	1,807
TOTAL SOURCES	520	287	0	0	500	500	0	0	0	1,807

